

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

-----X
A & E HARBOR TRANSPORT, INC.,

Plaintiff,

v.

TRI-COASTAL DESIGN
GROUP, INC., and VOTUM
ENTERPRISES, LLC,

Defendants.
-----X

CIVIL ACTION

Case No.: 2:20-cv-18509-SRC-CLW

SECOND AMENDED COMPLAINT

Plaintiff, A & E Harbor Transport, Inc., having its place of business at 10054 East Alondra Boulevard, Unit 203, Bellflower, CA, hereby complains of the defendants as follows:

FIRST COUNT

1. The plaintiff is a corporation duly incorporated pursuant to the laws of the State of California.
2. The defendants are corporations formed under the laws of the State of New Jersey.
3. The plaintiff is in the business of trucking and transportation.
4. Between August 3, 2017 and March 12, 2020 the plaintiff provided trucking and transportation services to the defendants.
5. There is due and owing on said account the amount of \$126,459.20.
6. Payment has been demanded but not received.

WHEREFORE, plaintiff demands judgment against the defendants for \$126,459.20 plus interest, attorney's fees and costs of suit.

SECOND COUNT

1. Plaintiff repeats each and every allegation of the first count as if the same were set forth at length herein.

2. Plaintiff sues for the reasonable value of goods and services.

WHEREFORE, plaintiff demands judgment against the defendants for \$126,459.20 plus interest, attorney's fees and costs of suit.

THIRD COUNT

1. Plaintiff repeats each and every allegation of the first two counts as if the same were set forth at length herein.

2. As a result of the foregoing the defendants have been unjustly enriched.

WHEREFORE, plaintiff demands judgment against the defendants for \$126,459.20 plus interest, attorney's fees and costs of suit.

FOURTH COUNT

1. Plaintiff repeats each and every allegation of the first three counts as if the same were set forth at length herein.

2. There is due in a certain book account the sum of \$126,459.20

WHEREFORE, plaintiff demands judgment against the defendants for \$126,459.20 plus interest, attorney's fees and costs of suit.

FIFTH COUNT

1. Plaintiff repeats each and every allegation of the first four counts as if the same were set forth at length herein.

2. The Votum expressly or impliedly assumed the liabilities of Votum.

3. There is an actual or de facto consolidation or merger of both companies.

4. Votum is a mere continuation of the Tricoastal.

5. The transaction was entered into fraudulently to escape liability.

6. There is a continuity of management, personnel, physical location, assets, and general business operations.

7. The defendant Votum Enterprises, LLC is a successor interest to the defendant Tri-Coastal Design Group, Inc.

8. At the time that Tri-Coastal Design Group, Inc. allegedly went out of business, Votum Enterprises, LLC began to continue the business of Tri-Coastal Design Group, Inc.

9. Votum Enterprises, LLC was incorporated for the purposes, in whole or in part, of continuing the business of Tri-Coastal Design Group, Inc.

10. Votum Enterprises, LLC was formed on July 30, 2020 by Certificate of Formation filed with the State of New Jersey.

11. Tri-Coastal attempted to defraud its creditors by advising them this it was out of business with no assets.

12. The formation of Votum Enterprises, LLC coincided with the approximate date that Tri-Coastal Design Group, Inc., through its attorney Tedd S. Levine, declared that it would “no longer in business.” Votum made that representation on multiple occasions. On September 18, 2020 Tri-Coastal notified all Tri-Coastal’s creditors, in writing, that IDB “foreclosed on its perfected security interest and took ownership of all of all of Tri-Coastal Designs assets.”

13. The letter from Tedd S. Levine alleges that the assets of Tri-Coastal Design Group, Inc's asset were "foreclosed on" on "in the beginning of September, 2020."

14. The letter further represents that "notification pursuant to Section 9-611 of the UCC was timely sent" the plaintiff did not receive any such notice. Further, the plaintiff has been in touch with at least one other creditor who confirms that it did not receive any notices either.

15. One or more creditors did not receive any of such letters, including the plaintiff herein. It is unknown at this point how many other creditors were not properly notified.

16. In fact, Tri-Coastal only transferred some of its assets to IDB but retained, and continues to retain, other valuable assets.

17. The filed Certificate of Formation of Votum Enterprises, LLC shows that the Member/Manager is Tedd S. Levine, the same person who represented Tri-Coastal Design Group, Inc.

18. Votum Enterprises, LLC is the legal successor to the liabilities of Tri-Coastal Design Group, Inc, is a mere continuation of Tri-Coastal Design Group, Inc., and/or the transfer of interest was entered into fraudulently to escape liability.

19. Tri-Coastal represented that it was out of business that representation was a falsehood.

20. Tri-Coastal has also transferred its internet presence to Votum. A link on Walmart.com for Tri-Coastal products directs the user to the Votum page. Thus, potential purchasers of Tri-Coastal products are directed to purchase products directly from Votum. The reason is that Votum is selling the products of Tri-Costal. Cleary, Tri-Coastal notified Walmart.com of same and purposely directed same.

21. At least some employees of Tri-Coastal, if not all, have been switched to Votum. An email sent on September 21, 2020 from Tri-Coastal to the plaintiff. The subject of the email was

“A&E Check” and concerns \$2,815 owed from Tri-Coastal to the plaintiff. The email was sent to the following recipients of Tri-Coastal: edith@tricoastalnj.com, jmendoza@tricoastalny.com, and dennisjr@tricoastalnj.com. These are clearly all employees of Tri-Coastal as shown by the Tri-Coastal email domain. There were no employees of Votum on that email. Votum was not even privy to that email.

22. Further, on September 21, 2020 Votum Enterprises, LLC began to pay the bills of Tri-Coastal Design Group, Inc. The plaintiff received a check for \$2,815 from Votum Enterprises, LLC, drawn on Votum’s bank account at Investors Bank, to satisfy one of the open invoices owed by Tri-Coastal Design Group, Inc. and owed to the plaintiff.

23. In spite of same, Votum still paid at least one known debt of Tri-Coastal to the plaintiff. It is unknown at this time how many other debts were similarly paid.

24. Tri-Coastal intended that Votum be a mere continuation of Tri-Coastal.

25. On or about September 21, 2020 Votum handwrite a check and tendered it to the plaintiff for payment in full of a Tri-Coastal debt.

26. It is alleged that Votum paid other debts of Tri-Coastal because both entities were substantially the same.

27. The books are records of both companies are the same or related. If Votum and Tri-Coastal indeed had different software, books, records, and banks then it would have impossible for Votum to have paid the debt of Tri-Coastal.

28. Both companies were wholesalers of gifts, cosmetics, bath products, stationary and apparel. As to Votum, a review of its filed Certificate of Formation states that its purpose is “Wholesale of gift products, namely cosmetics, bath & body products, stationary products, and apparel accessories.”

29. As to Tri-Coastal, its business was identical.

30. Michael Mastrangelo and Marvin Stutz were the owners and officers of Tri-Coastal. Votum was then formed on July 30, 2020 as per the filed certificate of formation.

31. Less than one month later, on August 24, 2021, Tri-Coastal then executed the Peaceful Possession of Collateral agreement. Within days thereafter, both Michael Mastrangelo and Marvin Stutz became owners and officers of Votum.

32. The owner of Tri-Coastal is Michael Mastrangelo. The individual shareholders of Tri-Coastal are Michael Mastrangelo who owns 60% and served as Tri-Coastal's President and Marvin Stutz who owns 40% and served as Tri-Coastal's Vice President.

33. However, the Operating Agreement of Votum shows that Michael Mastrangelo is the Operating Manager. Michael Mastrangelo is the President. The Operating Agreement also appoints Michael Mastrangelo as President and Marvin Stutz as Co-President of Votum.

34. Thus, Michael Mastrangelo was a co-owner of Tri-Coastal. Marvin Stutz was a co-owner of Tri-Coastal. Michael Mastrangelo is now the President and Operating Manager of Votum. Likewise, Marvin Stutz is Vice-President of Votum.

35. Michael Mastrangelo, and/or and his wife Beth Mastrangelo, and/or Marvin Stutz are the *de facto* owners Votum.

36. The attorney for Tri-Coastal was Tedd Levine, Esq. He was the attorney of record when Tri-Coastal negotiated with and ultimately reached agreement with IDB for the voluntary surrender of some of Tri-Coastal's assets to IDB and for Tri-Coastal's retention of other assets. Mr. Levine also prepared and mailed a letter to Tri-Coastal's creditors informing them that Tri-Coastal was "out of business".

37. Mr. Levine now also represents Votum. Mr. Levine has represented Votum before this Court and executed the Certificate of Formation of Votum as Trustee of Prego Trust. The

Certificate of Formation for Votum shows that Tedd S. Levine was the only member of the Votum, and also the only authorized representative of Votum.

38. The owner of Tri-Coastal Design Group, Inc. and Votum Enterprises, LLC are the same, or are of the same family, and have a common ownership interest. The aforementioned check tendered by Votum Enterprises, LLC was signed by Dennis Mastrangelo, one of the owners and/or managers of Tri-Coastal Design Group, Inc.

WHEREFORE, plaintiff demands judgment against the defendant Votum Enterprises, LLC for \$126,459.20 plus interest, attorney's fees and costs of suit.

SIXTH COUNT

1. Plaintiff repeats each and every allegation of the first five counts as if the same were set forth at length herein.

2. Both entities are co-mingled in such a fashion that Votum is a successor to Tri-Coastal.

3. Votum expressly or impliedly assumed the liabilities of Votum.

4. There is an actual or de facto consolidation or merger of both companies

5. Votum is a mere continuation of the Tri-Coastal.

6. Votum is attempting to fraudulently to escape liability.

7. Tri-Coastal has pervasive control of Votum and/or Votum has pervasive control of Tri-Coastal.

8. There is a confused intermingling of activity between the two entities who are both engaged in a common enterprise with substantial disregard of the separate corporate forms or serious ambiguity about the manner and capacity in which the corporations and their representatives are acting.

9. Tri-Coastal has abused the privilege of incorporation by using Votumto perpetrate a fraud or injustice, or otherwise to circumvent the law.

WHEREFORE, plaintiff demands judgment against the defendant Votum Enterprises, LLC for \$126,459.20 plus interest, attorney's fees and costs of suit.



MICHAEL SCHWARTZBERG, ESQ.
Attorney for Plaintiff

Dated: March 16, 2021

CERTIFICATION PURSUANT TO R. 4:5-1

Pursuant to Rule 4:5-1, the undersigned certifies that to the best of his knowledge, the within matter in controversy are not the subject of any other action pending in any other Court or of a pending arbitration proceeding nor is any action or arbitration contemplated nor are other parties required to be joined in this action.



MICHAEL SCHWARTZBERG, ESQ.
Attorney for Plaintiff

Dated: March 16, 2021

CERTIFICATION OF NO CONFIDENTIAL PERSONAL IDENTIFIERS

I certify that confidential personal identifiers have been redacted from any documents now submitted to the Court and will be redacted from all documents in the future in accordance with R. 1:38-7(b).

A handwritten signature in black ink, appearing to read 'Michael Schwartzberg', is written over a horizontal line.

MICHAEL SCHWARTZBERG, ESQ.
Attorney for Plaintiff

Dated: March 16, 2021



TEDD S. LEVINE
ADMITTED IN: NY, NJ, CT

THE LAW OFFICES OF
TEDD S. LEVINE, LLC
LAWOFFICESOFTEDDSLEVINE@GMAIL.COM

MAIN OFFICE
HAUPPAUGE CENTER
150 MOTOR PARKWAY, SUITE 401
HAUPPAUGE, NY 11788
TELEPHONE 516-294-6832
FACSIMILE 516-294-4860

31 DOCK ROAD
REMSENBURG, NY 11960

Via email

September 18, 2020

Dear Supplier of Tri-Coastal Design:

In or about the beginning of September, 2020, Israel Discount Bank of New York ("IDB"), the secured lender for Tri-Coastal Design Group Inc. ("Tri-Coastal Design"), foreclosed on its perfected security interest and took ownership of all of Tri-Coastal Design's assets pursuant to Article 9 of the Uniform Commercial Code ("UCC") as a result of Tri-Coastal Design's defaults under its loan agreement with IDB. Notification pursuant to § 9-611 of the UCC was timely sent. On that same date, IDB sold the majority of the assets of Tri-Coastal Design to a third party in accordance with §§ 9-610 and 9-617(a) of the UCC and applied the proceeds against the amount due under loan. The remaining assets are being liquidated and, likewise, those proceeds are being applied against the loan. Thus, Tri-Coastal Design is no longer in business.

Should you have any further questions, please feel free to email me at lawofficesofteddslevine@gmail.com.

Sincerely,

THE LAW FIRM OF TEDD S. LEVINE, LLC

By: /s/Tedd S. Levine
Tedd S. Levine, Esq.

TSL/tl

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

VOTUM ENTERPRISES LLC
0450521720

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 07/30/2020 and was assigned identification number 0450521720. Following are the articles that constitute its original certificate.

1. **Name:**
VOTUM ENTERPRISES LLC
2. **Registered Agent:**
GERALD PERILLO
3. **Registered Office:**
1 CARDINAL DRIVE
LITTLE FALLS, NEW JERSEY 07424
4. **Business Purpose:**
WHOLESALE OF GIFT PRODUCTS, NAMELY, COSMETICS, BATH & BODY PRODUCTS, STATIONERY PRODUCTS, AND APPAREL ACCESSORIES
5. **Effective Date of this Filing is:**
07/30/2020
6. **Members/Managers:**
TEDD S LEVINE
31 DOCK RD
SUITE 162
REMSBURG, NEW YORK 11960-0162
7. **Main Business Address:**
1 CARDINAL DRIVE
LITTLE FALLS, NEW JERSEY 07424

Signatures:

TEDD S. LEVINE
AUTHORIZED REPRESENTATIVE



Certificate Number : 4109167011

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCertJSP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
30th day of July, 2020

Elizabeth Maher Muoio
State Treasurer

A&E HARBOR TRANSPORT INC.

10054 Alondra Blvd., Suite # 203
Bellflower, CA 90706**Invoice**

Date	Invoice #
8/25/2020	15570

Bill To	Deliver To
TRI COASTAL DESIGN 40 HARRY SHUPE BLVD WHARTON, NJ 07885	SHIP POINT DISTRIBUTION 12350 PHILADELPHIA ST UNIT B FONTANA, CA 92337

PAID
09/29/2020

P.O. Number	Terms	Delivery Date
ZIMU 5389	UPON RECEIPT	8/12/2020

Description	Quantity	Price Each	Amount
CONTAINER(S) TO CITY OF: FONTANA, CA	2	310.00	620.00
FUEL SURCHARGE:	2	75.00	150.00
CLEAN TRUCK FEE	2	50.00	100.00
PRE PULL CHARGE:	2	125.00	250.00
CHASSIS CHARGES: FCIU9044782 (08/10 - 08/21/20) CALENDAR DAYS	12	30.00	360.00
CHASSIS CHARGES: ZIMU3010275 (08/10 - 08/24/20) CALENDAR DAYS	15	30.00	450.00
HAZARDOUS CHARGE:	2	200.00	400.00
BOB TAIL:	2	310.00	620.00
CONTAINERS: FCIU9044782 ZIMU3010275 B/L #: ZIMUSHH30265389			

***Be advise that A&E Harbor Transport, requires 2 full business days to return empty containers back to the Port without liability on Chassis or Per Diems days. We need to be notified before 2:00 P.M. If notice is received on Friday or holidays, the liability for empty return must be extended until the next business day. ***

Thank you for your business.

Please make all checks payable to: A & E HARBOR TRANSPORT INC.

If you have any questions regarding this invoice - please email
dispatch2@acharbortrans.com

Total	\$2,950.00
Payments/Credits	-\$2,950.00
Balance Due	\$0.00

VOTUM ENTERPRISES LLC

1 CARDINAL DR
LITTLE FALLS, NJ 07424-1638

55-7203/2212

1001

Sept 21, 2020
date



Pay to the order of A+E Transport \$ *2,815.00*
Two Thousand Eight Hundred Fifteen and 00/100 dollars



investors Bank

1-855-452-8548 • investorsbank.com

[Signature]

for Open balance current \$570

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*Votum Enterprises
1 Cardinal Drive
Little Falls, NJ
07424*

DV DANIELS NJ 070

24 SEP 2020 PM 7 L

Thin

*A+E Harbor Transport
10054 Alondra Blvd*

Ste. 203

Bellflower, CA 90704

SEP 23 2020 4:52

